



ENT 98519:2021 PG 1 of 9
 ANDREA ALLEN
 UTAH COUNTY RECORDER
 2021 May 26 2:12 pm FEE 0.00 BY IP
 RECORDED FOR SARATOGA SPRINGS CITY

When Recorded, Mail To:

City of Saratoga Springs
 Attn: City Recorder
 1307 N. Commerce Drive, Suite 200
 Saratoga Springs, UT 84045

(Space Above for Recorder's Use Only)

UTILITY EASEMENT AND AGREEMENT

This UTILITY EASEMENT AND AGREEMENT (this "Agreement") is made and entered into effective as of the 26th day of April, 2021 (the "Effective Date"), by and between Saratoga 262 Partners LLC, a Utah limited liability company ("Grantor"), and the CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("Grantee").

RECITALS

- A. Grantor is the owner of that certain real property located in the City of Saratoga Springs, Utah County, Utah (the "Grantor Property").
- B. Grantee desires to obtain and Grantor is willing to convey a perpetual utility easement over the Grantor Property subject to the terms and conditions of this Agreement.
- C. "Utilities" or "utility" are defined herein to include all utility facilities, pipes, channels, ponds, ditches, boxes, facilities, and all related appurtenances owned and operated by Grantee for the provision of services such as water, secondary water, irrigation water, drinking water, culinary water, storm drainage, storm sewer, sanitary sewer, and sewer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **Grant of Easement.** Grantor does hereby convey, without warranty, unto Grantee for the benefit of Grantee a perpetual easement (the "Utility Easement") under and across that portion of the Grantor Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Utility Easement Area"). Grantor shall ensure, guarantee, and warrant that no other easements or licenses shall be granted to any other

person or entity on, over, or under the Utility Easement Area and that no above or below ground improvements, buildings, or facilities of any kind shall be constructed or maintained on the Utility Easement Area, except as otherwise approved by Grantee in writing.

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the Utility Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Utility Easement Area at its sole risk and hazard, and Grantee hereby releases Grantor from any and all claims relating to the condition of the Utility Easement Area and the entry upon the Utility Easement Area by Grantee.

3. Purposes of the Utility Easement. The purpose of this Utility Easement is to allow the construction of the Utilities by Grantor and its successors, assigns, and agents in order to meet Grantee's development standards for the subdivision and development and to allow Grantee the ability to maintain the Utilities after acceptance in writing. Grantor or its successors, associates, assigns, and agents shall be responsible for the proper and timely construction and installation of the Utility Improvements per Grantee's standards. Upon the proper and timely construction of the Utilities and acceptance in writing by Grantee per Grantee's development standards, Grantee, at its sole cost and expense, shall maintain the Utility Improvements in good order and condition, except for repair of the Utilities during the 1-year warranty period per Grantee's development standards, during which time the Utilities shall be maintained and repaired by the developer of the subdivision or project. Grantee shall also have the right to repair, replace, restore, and relocate the Utilities within the Utility Easement Area. In doing so, Grantee shall restore the Grantor Property to the same condition prior to Grantee's entry. Notwithstanding the obligations of this Section 5, Grantor recognizes that the nature of the utility improvements may result in the inability of Grantee to fully restore the Grantor Property. So long as Grantee uses its best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee's restoration requirements under this paragraph.

4. Replacement of Utility Easement with Subdivision Plat Recordation. Upon the recordation of a subdivision plat with the Utah County Recorder's Office per Grantee's development standards, which shall provide for the equivalent replacement of the easements in this Agreement in the favor of Grantee, the Utility Easement shall automatically be deemed superceded and replaced, but only with respect to such portion of the Property over which a subdivision plat is recorded. Upon such subdivision plat recordation, the rights and obligations in this Agreement shall be of no force or effect so long as the equivalent rights of Grantee are granted in such recorded subdivision plat. For the remainder of Grantor's Property that is not subdivided pursuant to a recorded subdivision plat, this Agreement shall continue in full force and effect.

5. Notices. All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom

it is directed, provided it is sent prepaid, return receipt requested, or (iv) on the date the notice is sent by electronic mail with both a delivery and read receipt received by the sender. The addresses of the signatories to this Agreement are set forth below:

If to Grantor:	Saratoga 262 Partners LLC 10771 South Rippling Bay South Jordan, UT 84009 lj@larrymyler.com
If to Grantee:	Jeremey Lapin Public Works Director 1307 N. Commerce Drive, Suite 200 Saratoga Springs, UT 84045 jlapin@saratogaspringscity.com
With a copy to:	Kevin Thurman City Attorney 1307 N. Commerce Drive, Suite 200 Saratoga Springs, UT 84045 kthurman@saratogaspringscity.com

6. Miscellaneous.

6.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

6.2. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

6.3. **Captions.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

6.4. **Gender.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.5. **Relationship of the Parties.** Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

6.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

6.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

6.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

6.9. Assignment. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantors sole and absolute discretion and for any reason or no reason at all.

[Signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

Saratoga 262 Partners LLC
a Utah limited liability company

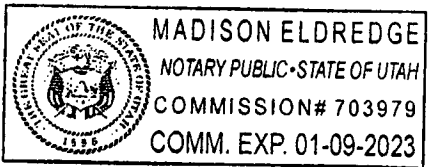
By: [Signature]
Name: Larry Myler
Title: Manager

STATE OF UTAH)
)
) :ss
COUNTY OF Utah)

Before me, Madison Eldredge, of the state and county aforesaid personally appeared Larry Myler, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of Saratoga 262 Partners LLC, a Utah limited liability company, and that he as such, being authorized so to do, executed the foregoing instrument on behalf of the entity.

My Commission Expires: 01/09/2023


[Signature]
Notary Public for Utah



[Signature and acknowledgment to follow]

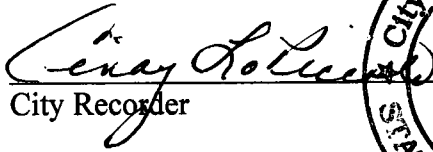
GRANTEE:

City of Saratoga Springs, a Utah municipal corporation



City Manager

ATTEST:



City Recorder



EXHIBIT A

Legal description and depiction of the Utility Easement Area

CANTON RIDGE EAST PHASE "A" UTILITY EASEMENT NO.1

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 2147.39 FEET AND S0°14'04"W 120.83 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE CONTINUE S0°14'04"W 58.99 FEET; THENCE N89°45'56"W 212.86 FEET; THENCE N0°14'04"E 43.54 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 48.72 FEET WITH A RADIUS OF 74.00 FEET THROUGH A CENTRAL ANGLE OF 37°43'10" CHORD: N71°22'29"E 47.84 FEET; S89°45'47"E 167.59 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.28 ACRES
12,335 SQ. FT.

CANTON RIDGE EAST PHASE "A" UTILITY EASEMENT NO.2

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 2329.72 FEET AND SOUTH 418.46 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST 166.26 FEET; THENCE SOUTH 59.00 FEET; THENCE WEST 166.26 FEET; THENCE NORTH 59.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.23 ACRES
9,810 SQ. FT.

CANTON RIDGE EAST PHASE "A" UTILITY EASEMENT NO.3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 2349.08 FEET AND SOUTH 697.40 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST 163.72 FEET; THENCE SOUTH 59.00 FEET; THENCE WEST 163.72 FEET; THENCE NORTH 59.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.22 ACRES
9,660 SQ. FT.

CANTON RIDGE EAST PHASE "A" UTILITY EASEMENT NO.4

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 2330.91 FEET AND SOUTH 976.46 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST 187.28 FEET; THENCE SOUTH 59.00 FEET; THENCE WEST 187.28 FEET; THENCE NORTH 59.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.25 ACRES
11,050 SQ. FT.

CANTON RIDGE EAST PHASE "A" UTILITY EASEMENT NO.5

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 2435.76 FEET AND SOUTH 1255.15 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST 85.53 FEET; THENCE SOUTH 59.00 FEET; THENCE WEST 85.53 FEET; THENCE NORTH 59.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.12 ACRES
5,046 SQ. FT.

CANTON RIDGE EAST PHASE "A" UTILITY EASEMENT NO.6

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE MOUNTAIN VIEW CORRIDOR SAID POINT BEING LOCATED S89°50'07"E 2702.98 FEET AND S89°45'56"E 349.66 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 2256.96 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE N51°26'02"E 38.10 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FOOTHILL BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 74.18 FEET WITH A RADIUS OF 2250.00 FEET THROUGH A CENTRAL ANGLE OF 1°53'20" CHORD: S38°23'06"E 74.18 FEET TO A POINT OF CUSP; THENCE N61°02'27"W 26.63 FEET; THENCE S51°26'02"W 12.46 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 51.86 FEET WITH A RADIUS OF 3000.00 FEET THROUGH A CENTRAL ANGLE OF 0°59'25" CHORD: N55°38'36"W 51.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.04 ACRES
1,622 SQ. FT.

